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**The Solicitors' Journal  
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\* \* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

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**Current Topics.****Appeals under the Finance Bill.**

THE ALTERATIONS which have been made in clause 22 of the Finance Bill provide for an appeal on questions of total or site valuation first to a referee, and then either to the High Court or the county court according as the total value of the property as alleged by the commissioners does or does not exceed £500. This meets the very general objection which has been felt to leaving the final decision on these matters to an official appointed by the Treasury. The more important of the other alterations which have been made in clauses 11 to 26 are referred to below.

**The South Africa Bill.**

ON MONDAY last the South Africa Bill was read a second time in the House of Commons. Mr. BALFOUR made an interesting speech, though, as he said, the House was "a thin and weary one." The leader of the opposition, like everyone else, recognized that the gravest issue raised by the new constitution was that relating to the native question in all its different aspects, but that the Bill, being a compromise, could not be amended in any matter of principle, and the Union Parliament must be trusted to solve future difficulties. Mr. ASQUITH also deplored the formal creation of a colour bar, and said "there is no difference of opinion among us on that point." He expressed himself as sanguine that the colour bar would in process of time be voluntarily removed by local legislation. Mr. KEIR HARDIE plainly intimated that attempts would be made in Committee to secure amendment of the Bill on the native question, but it is extremely doubtful whether even the slightest amendment will be made eventually. The chief interest about the South African constitution, as a legal and political document, lies in this—that two leading features of the American and the Australian constitutions respectively have been deliberately rejected, and exactly contrary provisions adopted. Under the American constitution every citizen—white and black—has equal rights secured to him by the letter of the constitution. Under the Australian constitution the States are expressly continued in their position of quasi-sovereign communities. In South Africa the black man is definitely made the political inferior of the white man, and the system of unification definitely destroys the sovereign rights so carefully preserved by the Australian federalism.

**The Land Tax Clauses of the Finance Bill.**

THE NUMEROUS changes which are being made in the Land Tax clauses as they pass through Committee of the House of Commons, in order to meet particular objections or to suit the

Bill to the Government's new scheme for the valuation of land, are not of good augury for the successful working of the taxes. Sub-section 3 of clause 11 grants various exemptions from undeveloped land duty, including, according to the original words, "the site value of any parks, gardens, or open spaces, reasonable access to which is granted to the public, where, in the opinion of the commissioners, that access is of benefit to the public as contributing to the amenity of the locality." The words "granted to" have been altered to "enjoyed by," so that *de facto* enjoyment by the public will exempt from the tax, and apparently the "opinion of the commissioners" is to give place to the verdict of some independent body, though what that body is to be has not been decided. The suggestion of the substitution of the Local Government Board has, very naturally, not been received with approval. The extent of pleasure grounds attached to a house for which exemption may be claimed has been altered from one acre to five acres. Clause 12, which proposed the tax on ungotten minerals, has been struck out, and the new clause which is to take its place, and which imposes a five per cent. tax on mineral rents and royalties, will be discussed at a later stage. The first sub-section of the proposed new clause runs as follows: "There shall be charged, levied, and paid for every financial year on the rental value of all rights to work minerals, and of all mineral wayleaves, a duty (in this Act referred to as a mineral rights duty), at the rate in each case of one shilling for every twenty shillings of that rental value." Other sub-sections provide for the ascertainment of "rental value," and define "rent."

#### Valuation of Total Value and Site Value.

CLAUSE 13, which provides for the assessment and payment of the undeveloped land duty, was added to the Bill after considerable discussion on the provision that the tax is to be borne by the owner "notwithstanding any contract to the contrary." According to the definition in clause 27 "owner" means the person entitled to the freehold of the land, except that where land is let on lease for a term of which more than fifty years are unexpired the lessee is to be deemed to be the owner. It is not quite easy to see how this definition suits the imposition of the undeveloped land tax on the "owner." While the lease has more than fifty years to run the lessee pays; when the unexpired residue of the term is less than fifty years the lessor will pay. The reason for this is not apparent. Clause 14 defines the "total value" and the "site value" of land. The former means the amount which the fee simple of the land, if sold at the time in the open market by a willing seller in its then condition, might be expected to realize. An attempt to strike out the words "in the open market" failed. To arrive at "site value" land is to be hypothetically divested of building and of growing timber and fruit trees. But in valuing both total value and site value allowance is to be made for easements, rights of common, and restrictive covenants, though, as to such covenants, only "where in the opinion of the commissioners the restraint imposed by the covenant is reasonably necessary in the interests of the public, or in view of the character and surroundings of the neighbourhood, and the opinion of the commissioners shall in this case be final and not subject to any appeal." The operation of restrictive covenants on the value of the land will be in practice a matter of considerable importance, and, apparently, here also the reference to the commissioners is to be the subject of further consideration. After the site value has been arrived at various deductions are allowed by sub-section 4. These include the "value attributable to works executed, or expenditure of a capital nature (including any expenses of advertisement) incurred, for the purpose of improving the value of the land as building land," etc. The words in italics have been inserted by amendment, and words also have been added allowing for deduction in respect of expenditure of money in the redemption of land tax or rentcharges. Clause 15, which deals with the valuation of minerals, was postponed. Clauses 16 and 17, which provide for the actual valuation of land, have been entirely recast, in order to incorporate the scheme for Government valuation. Under clause 16 the commissioners are to cause a valuation to be made of all land in the United Kingdom, shewing separately the total value

and the site value of each piece of land which is under separate occupation. An attempt to strike out "all," with a view to restricting the valuation to land which is to be actually taxed, failed; but an amendment was accepted requiring the commissioners to distinguish that portion of the site value which was due to the value of the land for agricultural purposes. By the end of Wednesday's sitting clauses 17 to 26 had also been added to the Bill, with the exception of clause 25 (exemption of land held for public and charitable purposes), which was postponed.

#### Limitation of Action of Debt.

THE REPORT of the Select Committee on Debtors (Imprisonment), upon the chief subject of which we commented last week, contains a suggestion for the reduction of the period of limitation in actions of debt. Referring to the indulgence which is usually the reason why debts are allowed to stand, the report says: "While such kindness may be well meant, it is often mistaken and disastrous to the recipient. With some doubt as to whether the subject is included in our reference, we recommend that the Statute of Limitations be amended, and the period during which a debt can be recovered reduced to three years." It is a little singular that the committee make no reference to the Bill for the same purpose which was introduced in the House of Lords by Lord HERSCHELL, L.C., in 1894, and which passed the Committee stage in that House. This proposed to reduce the period of limitation in tort, except trespass to land, to one year; with a saving for cases where the tort was not discovered, and could not with reasonable diligence have been discovered, within the year. In cases of debt, where the debt did not exceed £5, the limitation was to be one year. In other cases of debt, and in cases of breach of contract, the period was to be three years. The fact that the Bill, after making an apparently good start, was not proceeded with, and has not, we believe, been revived, seems to shew that the idea of a reduction in the period of limitation was not received with favour. And yet, in the case of actions against public authorities, the limitation has been reduced to a period—six months—which has sometimes been productive of injustice. Should the present recommendation be embodied in a Bill, it would be very desirable to give some consideration to the question of simplifying the existing law of limitation, which, partly by piecemeal amendment of the statutes, and partly by judicial decision, has got into a difficult and confused state.

#### Amendment of Money Bills in the Oversea Dominions.

IT IS sometimes said that the Privy Council has formally decided that an Upper Chamber in a colonial legislature has, in the absence of an express provision in the Constitution, no right to amend a money Bill. The question does not appear to have yet come before the Privy Council on appeal from any court of law, but in 1886 the Judicial Committee did make a report to the Queen on the subject. This was referred to by Lord HERSCHELL in the House of Lords on 26th and 27th of July, 1874, in such a way as to countenance the belief that the opinion of the Judicial Committee was given as the result of some judicial proceedings. What really happened was this: In 1872 the point arose in New Zealand as to the power of the Upper House to amend a money Bill, and an opinion was given by the English Crown Law Officers to the effect that nothing in the New Zealand legislation had altered the original rights and relations of the two branches of the legislature, and that the Upper House had no right to amend. The practice of the House of Commons was adopted as the proper analogy, though, of course, this practice was thus treated as a legal right in New Zealand. In 1885 precisely the same difficulty arose between the two Houses of the Queensland legislature. Both Houses joined in presenting a petition to the Queen on the subject, and by an Order in Council of the 8th of March, 1886, the Judicial Committee was directed to report whether the Queensland Constitution Act of 1867 conferred on the Upper House the power of amending money Bills. The opinion on the New Zealand case in 1872 was relied on by the Lower House of the Queensland legislature as laying down the proper rule for Queensland



also. The petition thus referred to the Judicial Committee was the subject of their report made on the 27th of March, 1886. No witnesses were examined, and no arguments were heard, but the board simply reported, in effect, that the power of amending money Bills was not conferred on the Upper House. What is the exact effect of this report it is not easy to say. It can hardly be that the construction then placed on the Queensland Constitution has the technically binding force of a decision on appeal between litigants, and after argument from both sides. Clearly, however, these opinions shew the view of the relation of the two branches of the Legislature taken at the time by persons of judicial status, though there is nothing to prevent a different decision being given at the present day, for it is not the practice of the Judicial Committee to regard previous decisions as absolutely binding on them, even in ordinary litigation.

#### Judicial Reform.

THE SCHEME suggested by Judge MULLIGAN in a letter to the *Times* of the 12th inst. is perhaps the most revolutionary of the proposals which have been made for dealing with the delay in judicial business. He refers to the statement in a recent leading article in the *Times*: "One thing is clear—things cannot remain as they are; the existing system of judicature, superior and inferior, no longer suits the country"; and he attributes the existing difficulties to the nature of the test by which business is divided between the High Court and the county court. "Such division," he says, "is not based on any difficulty inherent in the questions which arise for decision, but on a bare arithmetical calculation of the amount of money claimed. To enact that men not exceeding 100 lbs. in weight or of slender figure should bring all their actions in the county court, and that men of greater weight or of larger girth should bring all their actions in the High Court would not be more absurd. The existing line of demarcation is not founded on any rational principle and should be obliterated." Accordingly he suggests an amalgamation of the High Court and the county court into a single tribunal to be called the King's Court. This he would divide into twenty district courts, each district comprising three of the existing county court districts, so that the county court districts in each district court should be at successive distances from London—the first within fifty miles, the second more than fifty and less than a hundred, and the third more than a hundred miles away. Each district court would have an existing High Court judge as Chief Justice, and three county court judges to assist him. The district Chief Justice would devote half his time to the district court and half to London. "There would thus at all times be at least fourteen judges in London to deal with criminal appeals, Crown business, and a greatly diminished list of civil matters. The existing High Court judges would retain their salaries, but new judges of the same rank would receive 3,000 guineas and the assistant judges 2,000 guineas. Judge MULLIGAN claims for his system that it "would make all the courts radiate from one centre; it would secure uniformity of practice; it would bring justice to the doors of all suitors equally; it would remove the reproach that there is one law for the rich and another for the poor; and it would cause no additional expense." But we fear that it is no more than a vacation dream. Amalgamation of the High Court and the county court has for the present been definitely put on one side, and any reform we are likely to see for the next few years will be of a more modest nature.

### The Powers of Directors.

THE decision of the House of Lords in *Quin & Axtens v. Salmon* (ante, p. 575) seems to have marked the final acceptance of the principles of the *Automatic Self-Cleansing Filter* case (1906, 2 Ch. 34) in company law. It is worth while to consider whether the full effects of the latter case have yet been realized.

The eighth edition of Buckley on Companies, at p. 558, used the following words as stating an accepted doctrine: "The company in general meeting have no doubt power to direct and control the board in the management of the affairs of the company"; and the author referred to *Isle of Wight Railway Co. v.*

*Tahourdin* (25 Ch. D. 320). But that decision, as was pointed out (not for the first time) by FARWELL, L.J., in *Salmon v. Quin* (1909, 1 Ch., at 320), was a decision on the Companies Clauses Act, 1845, and apart from that Act, which does not apply to companies incorporated since 1862, there is no such principle in existence.

The Companies Clauses Consolidation Act, 1845, ss. 90, 91, gave certain powers to the general meeting and the rest to the board; but the board was to act "subject to the control and regulation of any general meeting specially convened for the purpose, but not so as to render invalid any act done by the directors prior to any resolution passed by such general meeting." The Act of 1862 relegated this point to the articles of association, and it seemed possible to adjust the concurrent powers to any degree of nicety. Article 55 of Table A gave to the directors such powers as were not given by the Act or the articles to the general meeting, subject "to any regulations of the articles, to the provisions of the foregoing Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the company in general meeting." This and very similar forms are common enough. Palmer's Precedents (articles 113, 114) give the like general powers to the board, subject "to the provisions of the statutes, and of these presents, and to any regulations from time to time made by the company in general meeting," and add, for further security, certain specified powers. But in almost every case the wholesale delegation of the company's powers was thought to be sufficiently corrected by a reference to regulations to be made by the company in general meeting.

In the *Automatic* case (*supra*), decided by WARRINGTON, J., in February and by the Court of Appeal in March, 1906, it was held that the general right of a simple majority to coerce the directors was incompatible with a delegation of the company's powers of management to the board, and could not be sustained. The authority of *Isle of Wight Railway Co. v. Tahourdin* was reduced to cases under the Act of 1845. The articles in the *Automatic* case had made the powers of the board subject to regulations made by extraordinary resolution, and the directors held sufficient shares to defeat an extraordinary resolution.

*Marshall's Valve Gear Co. v. Manning, Wardle, & Co.* (1909, 1 Ch. 267) was a case governed by article 55 of Table A, and NEVILLE, J., held that under this "the majority of the shareholders in the company at a general meeting have a right to control the action of the directors, so long as they do not affect to control it in a direction contrary to any of the provisions of the articles which bind the company." The "regulations made by the company in general meeting" were now evoked in support of the older theory, and NEVILLE, J., thought that the phrase was applicable to resolutions of a simple majority. Three weeks later, in *Salmon v. Quin*, counsel for the defendants used the same argument in the Court of Appeal, and lost. FARWELL, L.J., disapproved of the statement in Buckley on Companies, but did not deal with the decision of NEVILLE, J. Meanwhile, the Companies (Consolidation) Act, 1908, practically copied out the old article 55 in article 71 of its own Table A; and the ninth edition of Buckley, commenting on the new article 71, corrected the statement disapproved by FARWELL, L.J. The present position seems to be this. No authority has asserted in terms that "regulations" throughout the old article 55 and similar articles means only articles, or resolutions duly altering articles; but that conclusion is inevitable. The only way of controlling directors armed with the usual powers, so long as they act lawfully and cannot be convicted of bad faith, is to rescind or modify the article which gives them their powers. There is a contract between the shareholders and the company, embodied in the articles, and it can be modified or rescinded only as part of the articles.

The position is interesting, not only in itself, but also in its bearing on the use of the company's name in litigation. The courts are accustomed to the sight of a company bringing an action, and then moving to strike out its name; that is the result of *Foss v. Harbottle* (2 Hare 461). Foss in that case alleged that the company had been defrauded, and he and another sued on behalf of themselves, and all the other shareholders except the defend-

ants But WIGRAM, V.C., asked (p. 494): "How can this court act in a suit constituted as this is, if it is to be assumed, for the purposes of the argument, that the powers of the body of proprietors are still in existence, and may lawfully be exercised for a purpose like that I have suggested?"—the purpose of confirming the directors' acts. The principle, that the company must, if possible, be made a plaintiff, was established and obeyed. Other principles grew up round it, such as that of moving in the company's name to strike its name out, and that of allowing the case to stand over for one side or the other to obtain a majority at a general meeting: *Pender v. Lushington* (6 Ch. D. 70). Exceptions were recognized, such as the right of A to sue on behalf of himself and all others where the defendants had obtained a majority of shares by methods which were the subject of the action: *Atwood v. Merryweather* (5 Eq., p. 464 note), *Bustard v. Earle* (1902, A. C. 83). But the principle was unquestioned until, with the decision in the *Automatic* case, it became necessary to consider the positions of the directors and the simple majority on the particular question of litigation.

None of the Acts, from 1845 to 1908, makes any special mention of litigation among a company's powers. PALMER, in his specimen articles, includes among the powers specifically given to the board that of instituting, conducting, defending, compounding, or abandoning any legal proceedings by and against the company, or its officers, or otherwise concerning the affairs of the company (article 114 (9)). In the case of *Marshall's Valve Gear Co. v. Manning, Wardle, & Co.* (*supra*), governed by Table A, the power of litigation was the power in question, and it was treated throughout, like any other power, since article 55 does not mention it. But in a recent case of *Re Tylor & Sons, Tylor & Sons v. King and Others*, which came before WARRINGTON, J., on two motions on the 27th of May last, the articles were more explicit. Article 81 of this company's articles of association gave to the directors general powers of management and the powers of the company in general meeting, "but subject nevertheless to the provisions of the statutes and of these presents, and to any regulations from time to time made by the company in general meeting." Article 82 specifically empowered them "to institute, conduct, defend, compound, or abandon any legal proceedings by or against the company." These are PALMER's forms. The action was one to restrict the authority of the board in regard to the remuneration of officers and otherwise. It was admitted that the approaching general meeting of the 1st of June would certainly, if permitted to vote on the question, uphold the plaintiffs against the board, and the motion to strike out the company's name was treated as if that meeting had already been held and the opinion of the majority clearly ascertained. WARRINGTON, J., accepted from the *Automatic* case and from *Salmon v. Quin* the position that in these and similar articles "regulations" means "articles" or "special resolutions altering the articles." "So far as the conduct of the company's business is by the articles vested in the directors, then," he said, "the action of the directors is not to be controlled except of course by some resolution which alters the articles." But he held that it would be hardly possible, and too absurd a result, that these articles should be read as giving the directors the exclusive power to institute an action against themselves based on their conduct of the company's business; and, distinguishing some "actions by or against the company" from others, he declined to read article 82 as covering them all. Since this kind of action was not "confined exclusively to the directors," he allowed the plaintiffs to use the company's name.

Writing with all deference to the opinion of the learned judge, and with a full sense of the complicated difficulties of the subject, it is yet not easy to see exactly how this flank movement round the *Automatic* case was executed. There was no distinction in the articles between one kind of action by or against the company and another. The word "exclusively" does not occur in this type of article at all; it is an epithet with which the *Automatic* case has tacitly and impartially covered every delegation of any power to the directors, except where the contrary is expressly asserted in the articles.

Whatever order had been made on this motion, there were unusual possibilities in the case. Counsel promised on behalf

of the directors that if he lost his motions they would give instructions for the conduct of the trial in the company's name; and it was perhaps unfortunate that his clients got the action dismissed on the second motion. He pointed out in argument that if the company's name were struck out the plaintiff might still sue on behalf of himself and all others: there would be merely a new exception engrafted on *Foss v. Harbottle*. But the importance of the new exception would depend on the number of companies which, whether specifically or implicitly, delegate the power of litigation to their boards, and presumably almost every company does so. The change would be merely a change in practice; but in view of the stringency of the rule in *Foss v. Harbottle*, and the frequency and importance of the cases involving it, the practice becomes a point of considerable importance.

## CASES OF LAST SITTINGS. House of Lords.

CONWAY (Pauper) v. WADE. 26th and 27th April; 27th July.

TRADE UNION—"TRADE DISPUTE"—ACT DONE IN CONTEMPLATION OR FURTHERANCE OF A TRADE DISPUTE—NON-PAYMENT OF FINE TO UNION—THREAT TO EMPLOYER—TRADES DISPUTES ACT, 1906 (6 Ed. 7, c. 47), s. 3.

In 1903 the plaintiff, a member of a trade union, was fined 10s. for a breach of the union rules: this fine was not paid. In 1907 the plaintiff joined another branch of the union. The defendant, who was the district delegate of the union, at the instigation of some of the plaintiff's fellow-workmen, who knew of the unpaid fine, and of the treasurer of the branch of the union which had imposed the fine, went to the foreman of the plaintiff's employers, and procured the plaintiff's dismissal by threats that unless this was done the other union men would leave off work. In an action in the County Court against the defendant to recover damages for procuring the plaintiff's dismissal, the jury found that there was not a trade dispute existing or contemplated by the men; that what the defendant did prevented or was intended to prevent the plaintiff from getting or retaining employment; that it was done to compel the plaintiff to pay and to punish the plaintiff for not having paid the fine; that what the defendant did was not done only to warn the plaintiff's employer that the union men would leave in consequence of their being unwilling to work with the plaintiff, and that it was not done in consequence of their objecting to work with him, and that the defendant did something more than act on behalf of the men employed by the plaintiff's employers. Judgment for the plaintiff was entered for £50. The Divisional Court upheld that decision. The Court of Appeal held, however, that the words "in contemplation or furtherance of a trade dispute" in section 3 of the Act of 1906 were perfectly general, and that upon the findings judgment should be entered for the defendant. The plaintiff appealed.

Held, that as the words "an act done in contemplation or furtherance of a trade dispute" in section 3 must logically mean either that a trade dispute was imminent and the act was done in expectation and with a view to it, or that the dispute was actually existing and the act was done in support of one side of it; the defendant, on the facts, was not protected by the section and was liable in damages.

Decision of the Court of Appeal (reported 52 SOLICITORS' JOURNAL, 748; 1908, 2 K. B. 844, 78 L. J. K. B. 14) reversed.

Appeal by the plaintiff from an order of the Court of Appeal reversing a judgment entered for the plaintiff at the trial of the action before Judge Arthur O'Connor and a jury at the South Shields County Court. The defendant Wade was a trade union officer belonging to the National Amalgamated Union of Labour, and in order to compel the plaintiff Conway to pay a fine due to the trade union and to punish him for not paying it, induced his employers, Messrs. Readhead & Sons, of South Shields, to discharge him by threats that if Conway were retained as a workman all the other men would be called out. Conway was discharged, and in the county court obtained a verdict for £50 damages against Wade. The Divisional Court affirmed this decision. The Court of Appeal held that the defendant was protected by section 3 of the Trade Disputes Act, 1906, although at the time the threats were made there was no trade dispute subsisting or contemplated, and the defendant had acted on his own authority and not that of his union. The ground of the decision in the Court of Appeal was that the section quoted was general in its application and was not confined to an act done by a party to a trade dispute. Conway appeared *in forma pauperis* to this House.

THE HOUSE having considered,

LORD LOREBURN, C., after stating the facts, said that the only defence really made to the action, beyond a denial of the facts, was that the defendant was protected by section 3 of the Disputes Act, 1906, and it was upon that ground alone that the Court of Appeal decided the case. That section provided that, "An act done by a person in contemplation or furtherance of a trade dispute shall not be actionable on the ground only that it induces some other person to break a contract of employment or that it is an interference with the trade,

business, or some other. Manifestly defendant's action or failure to act was not possible to usurping judges were a different verdict reasonable their duty longer possible present as a condition content. In conclusion, words, "a put." The in the Court they meant expectation already expressed. In described, or existing cannot fairly do not fairly, for example, in the whole a general law. Few are possible, ever, some which to induce a jury would done in own country, in his own case might motive, and present. In by the third act done v. furtherance specified in opinion of requires no country, and present appears below. Lords expressed Lord James the appeal Joel Wood K.C., and for Hannon Edward C.

## Probate.

In the Probate—  
—SUPREMACY—  
s. 25, SU

Under co-creditor with

Motion for deceased d. the 10th of he bequeathed widow and had at his death named Pa assigned that assignment application the applicant might have Deane Ecc. 175). But did not appear as creditor BIGHAM, Wippell, &



business, or employment of some other person, or with the right of some other person to dispose of his capital or his labour as he wills." Manifestly it was essential to any defence under that section for the defendant to shew that the act complained of was done in contemplation or furtherance of a trade dispute. Otherwise the section could not possibly apply. Knowing how averse the Court of Appeal was to usurping the functions of a jury, he concluded that the learned judges were enabled to bring the case within this section by taking a different view of the section from that which he himself took. For the verdict of the jury seemed, he believed, to all their lordships a reasonable enough conclusion from the evidence, and one which it was their duty to support. The effect of the section was to render it no longer possible that any question should be raised in such cases as the present as to whether there was "sufficient justification" or not. The condition contained in those words as to trade disputes was made sufficient. In conclusion, his lordship said, I come now to the meaning of the words, "an act done in contemplation or furtherance of a trade dispute." Those words are not new in an Act of Parliament, they appear in the Conspiracy and Protection of Property Act, 1875. I think they mean that either a dispute is imminent and the act is done in expectation and with a view to it, or that the dispute is already existing and the act is done in support of one side to it. In either case the act must be genuinely done as described, and the dispute must be a real thing imminent or existing. I agree with the Master of the Rolls that the section cannot fairly be confined to an act done by a party to the dispute. I do not believe that was intended. A dispute may have arisen, for example, in a single colliery, of which the subject is so important to the whole industry that either employers or workmen may think a general lockout or a general strike is necessary to gain their point. Few are parties to, but all are interested in, the dispute. If, however, some meddler sought to use the trade dispute as a cloak beneath which to interfere with impunity in other people's work or business, a jury would be entirely justified in saying that what he did was done in contemplation or in furtherance, not of the trade dispute, but of his own designs, sectarian, political, or purely mischievous, as the case might be. These words do, in my opinion, in some sense import motive, and in the case I have put, a quite different motive would be present. If the jury so found, the meddler would not be protected by the third section of the Act of 1906. But I have no doubt that an act done with a single eye to the dispute "in contemplation or in furtherance" of it, would not be actionable on any of the grounds specified in the section. In regard to a peacemaker, who, in the opinion of the Court of Appeal, is not protected under this section, he requires no protection. A peacemaker is not under the laws of this country, and never has been held, liable in an action. As for the present appeal, I move your lordships to allow it with costs here and below.

Lords MACNAGHTEN, ATKINSON, COLLINS, SHAW, and GORELL expressed their concurrence.

Lord JAMES OF HEREFORD read a judgment in which he agreed that the appeal should succeed. Appeal allowed.—COUNSEL, *Avory, K.C., Joel Woodcock, and C. O'Gorman*, for the plaintiff; *C. A. Russell, K.C., and E. Shortt*, for the defendant. SOLICITORS, *Gibson & Weldon*, for *Hunnay, Hannay & Stuart*, South Shields; *Robinson & Bradley*, for *Edward Clark*, Newcastle-on-Tyne.

[Reported by *ERSKINE REID*, Barrister-at-Law.]

## Probate, Divorce, and Admiralty Division.

*In the Goods of COSH (Deceased)*. Bigham, P. 26th July.

PROBATE—ADMINISTRATION—GRANT TO A CREDITOR—ASSIGNEE OF DEBT.—SUPREME COURT OF JUDICATURE ACT, 1873 (36 & 37 VICT. C. 66), s. 25, SUB-SECTION 6.

*Under certain circumstances the court will grant administration to a creditor who is an assignee of a debt.*

Motion for administration with will annexed. It appeared that the deceased died on the 10th of April, 1909, having executed a will dated the 10th of June, 1905. He left a widow and one child. To the former he bequeathed all his property, which was heavily mortgaged. The widow and the other executor had renounced probate and their rights, and had also filed consents to the present application. At the time of his death the deceased owed a sum of £16 odd to a house decorator named Passmore. On the 12th of May, 1909, Passmore, by deed, assigned this debt to the present applicant, Webb. Due notice of this assignment had been given to the executors, who did not oppose the application. The assignor, Passmore, had been asked to join with the applicant in asking for a joint grant, but had declined. Counsel for the applicant admitted that prior to the Judicature Act, 1873, there might have been difficulties for his client: *vide Baynes v. Harrison* (1 Deane Ecc. Reps. 15), *Macnia v. Coles and Another* (33 L. J. P. & M. 175). But since the passing of that statute it was submitted that there did not appear any objection to the assignee of a debt taking a grant as creditor.

BIGHAM, P., granted the administration as prayed.—COUNSEL, *Wippell*. SOLICITOR, *S. W. Woolmer*.

[Reported by *DIOSOT COTES-FREEDY*, Barrister-at-Law.]

## Legal News.

### Appointments.

Mr. CHARLES H. L. NEISH, barrister-at-law, has been appointed Registrar of the Privy Council, in succession to Sir Edward S. Hope, K.C.B., whose resignation will shortly take effect. Mr. Neish is the private secretary of the Lord Chancellor. He was called to the bar by the Middle Temple in June, 1881, and went the Oxford Circuit.

Mr. BENJAMIN ARTHUR COHEN has been appointed Junior Counsel for Admiralty Common Law business, and Mr. ALEXANDER DINGWALL BATESON to be Junior Counsel for Admiralty Division work, both in succession to the late Mr. William Wills.

### General.

On the 16th inst. the Royal Assent was given to the Consolidated Fund (Appropriation) Act, the Public Works Loans Act, and a number of private Acts.

At Croydon County Court, on the 11th inst., says the *Times*, Judge Harington held that professional football players are workmen within the meaning of the Act of 1906. The applicants, Walker and Roberts, played for the Crystal Palace Football Club last season. The former was injured in the match against Swindon on October 17th, and the latter in the game with Leyton on September 5th. In each case the injury was a displacement of a cartilage in the leg, which, according to the medical evidence, could in all probability be cured by an operation, in refusing which the judge ruled that the applicants had acted unreasonably. They were each awarded £1 a week for a certain time, subject to a suspensory award of one penny a week pending the results of the operations to be performed.

Lord Langdale, says the *Globe*, who was a notable law reformer in his time, enjoys, with Lord James of Hereford, the distinction of having refused the Lord Chancellorship. When Lord John Russell made him the dazzling offer, he put down on paper the pros and cons thus: "Contra, persuasion that no man can perform all the duties that are annexed to the office of Chancellor. Unwilling to seem to undertake duties some of which must (as I think) be necessarily neglected. No particular party zeal, and no capacity to acquire any. Declining health. Pro, salary £14,000, instead of £7,000. Pension of £5,000 assured, instead of £3,500 not assured. Patronage for benefit of connections much needing it. Some, though small and doubtful, hope of effecting some further reform in Chancery." In the end, notwithstanding the alluring thought of patronage, the contras prevailed.

At the Feltham Petty Sessions, on the 16th inst., George Dumet, of Holland-park, Kensington, was summoned for exceeding the 20-mile speed limit when driving a motor-car on the Bath road at Stanwell on July 26th. The speed of the car was stated to be 27 miles an hour. Mr. Williams, solicitor, who appeared for the defendant, asked the officer who timed the car if he noticed which way the wind was blowing when it was on the measured furlong. The officer stated the wind appeared to be blowing across the road. Mr. Williams: Do you make a note of the direction of the wind when you time a car? The witness: No; we never take any notice of the wind. Mr. Williams submitted that the force of the wind, if blowing the same way as the car was going, must have an influence upon the speed of the car, and it was possible it might accelerate the speed as much as ten miles an hour. The Chairman said it was impossible for the Bench to differentiate between speed caused by the wind and speed caused by the engine. All that they could take cognizance of was that the speed was 27 miles an hour, and for driving at that pace the defendant would have to pay a fine of £5.

In the course of the debate on the Land Tax Clauses of the Finance Bill on the 12th inst., Mr. Walters, the member for Sheffield, Brightside, described the procedure he would adopt if it fell to his lot to value the land round Leicester. He should not find much difficulty in ascertaining, from the experience of past years and the present demand, what was the amount of land that reasonably could be expected to be sold at any given time. He should divide the undeveloped land up into districts, showing the portions which were suitable for large houses, factories, and business premises, for small houses and for workmen's dwellings respectively. Carrying his analysis further, he should find that some portions were riper than others and should deal with the land in strips, marking off the land immediately ripe, for which he should expect a present demand, and then the portions not so ripe, till he came to the remoter parts, as to which there was no present element of building value at all, and that was not undeveloped building land. The assumption that the land was to be all sold was entirely fallacious. It would be absurd, however, to under-estimate the difficulties. The valuation would be an elaborate and difficult process, but though difficult he believed that it was a reasonable, possible, and practicable scheme under which experienced men might proceed to arrive at a valuation. They would have to make allowances for the possible acceleration or diminution in the rate of building, but those were matters of knowledge and experience. He was satisfied, however, that the principle laid down in the Bill was fair and sound, and if applied by experienced men he did not see why a fair value should not be arrived at.





SMALL, ROSE HANNAH, Whitstable Sept 11 Beckingsale & Cross, Cophthall av  
SMITH, JOSEPH HENRY, Kingswinford Sept 25 Jobson & Marshall, Dudley  
STEVENS, EMILY, Winchester Sept 6 Dowling, Winchester  
STONE, GEORGE HENRY, Belvedere rd, Upper Norwood Sept 21 Stewart, Newbury  
TOWERS, MICHAEL GEORGE, Clementhorpe, Tynemouth Sept 19 Bramwell & Co,  
Newcastle upon Tyne  
TRAVIS, MARY, Colwyn Bay, Denbigh Sept 30 J & E Whitworth, Manchester  
VACQUEREL, ETIENNE EUGENE, Paris Sept 25 Morgan & Co, Old Broad st  
WARBURTON, ELIZABETH ANN, Hale, Chester Sept 20 Nicholls & Co, Altrincham  
WATKINS, WILLIAM HENRY, Widnes, Lancs Sept 23 Peters, Widnes

WILKINSON, EMMA, South Elmsall, Yorks Sept 14 Spink, Higher Broughton, Man-  
chester  
WILLIAMS, EMANUEL, Manchester Oct 15 Marriott & Co, Manchester  
WILLIS, JOHN, Nuffield, Oxford, Farmer Sept 14 Hodges & Son, Wallingford  
WINDLADE, JAMES, Chiswick Sept 15 Turner, Finsbury pavement  
WINDLADE, MARY ANN, Chiswick, Sept 15 Turner, Finsbury pavement  
WOODALL, BETTY, Sale, Chester Sept 20 Nicholls & Co, Altrincham  
WORTHINGTON, SILAS, Waterhead, Oldham Sept 10 Kliner, Oldham  
WORTHINGTON, JOSEPH BECKETT, Sheffield, Accountant Sept 29 Lucas & Padley, Sheffield  
YOUNG, THOMAS, Lambton, Pembroke Sept 1 Williams, Haverfordwest

## Bankruptcy Notices.

London Gazette.—FRIDAY, Aug 13.

### RECEIVING ORDERS.

ABRAHAM, HARRY, Calcott rd, Kilburn, Jeweller High  
Court Pet June 16 Ord Aug 9  
ANDERSON, GORDON JAMES BROAD, Arnold rd, Tooting  
Junction, Journalist Croydon Pet July 15 Ord  
Aug 10  
BAYTON, JAMES BERNARD, Prestwich pk, Prestwich, Lancs,  
Clothing Salford Pet July 26 Ord Aug 9  
BEWICK, IVAN, Albemarle st High Court Pet July 15  
Ord Aug 9  
BOTT, FRANK JOSEPH, Wolverhampton, Baby Carriage  
Manufacturer Wolverhampton Pet Aug 9 Ord  
Aug 9  
BULLOCK, ALBERT JOHN, Gillingham, Kent, Tailor  
Rochester Pet Aug 10 Ord Aug 10  
BOUMAN, R, Runcorn, Chester, House Furnisher Warring-  
ton Pet July 21 Ord Aug 9  
CALDICOTT, EDWARD JAMES, Bradley, Staffs, Joiner  
Wolverhampton Pet Aug 9 Ord Aug 9  
COWELL, F V, Sackville st, Piccadilly, Motor Car Dealer  
High Court Pet June 23 Ord Aug 9  
CUTLER, THOMAS W, Queen sq, Bloomsbury High Court  
Pet Dec 21 Ord Aug 9  
DOBAGH, GEORGE DANIEL, Marham, Norfolk, Market  
Gardener Gt Yarmouth Pet Aug 10 Ord Aug 10  
FESTON, FREDERICK JAMES, Southend on Sea Chelmsford  
Pet July 22 Ord Aug 11  
FLOODS, WILLIAM JOHN, North Cadbury, Somerset, Insur-  
ance Agent Yeovil Pet Aug 3 Ord Aug 9  
GAULT, JOHN, Pudsey, Yorks, Milk Dealer Bradford Pet  
July 24 Ord Aug 10  
HARDING, FREDERICK GEORGE, Bristol, Hatter Bristol  
Pet Aug 11 Ord Aug 11  
HARRISON, DAVID, Barking, Essex, Corn Dealer Chelms-  
ford Pet July 20 Ord Aug 11  
HERBERT, REGINALD CHARLES, Globe Hill, Woodbury,  
Devon Exeter Pet Aug 10 Ord Aug 10  
HILLS, GEORGE CHARLES, Warminster, Wilts, Innkeeper  
Frome Pet Aug 10 Ord Aug 10  
HOULD, ERNEST JOHN DREW, Bracknell, Berks, Butcher  
Windsor Pet July 15 Ord Aug 10  
KAY, WILLIAM WEBSTER, Leeds, Grocer Leeds Pet Aug  
9 Ord Aug 9  
KEMP, WALTER JAMES, Culver rd, South Tottenham,  
Proprietor of a Laundry Edmonton Pet Aug 10 Ord  
Aug 10  
MALLINSON, KATZ, Bolton, Boarding House Keeper Bolton  
Pet Aug 9 Ord Aug 9  
MARSH, JAMES, Heath Town, nr Wolverhampton, Green-  
grocer Wolverhampton Pet Aug 10 Ord Aug 10  
PHILPOT, ALFRED EDMUND, Plumstead, Kent, Engineer  
Greenwich Pet July 9 Ord Aug 10  
RYAN, MATTHEW, Liverpool, Grocer Liverpool Pet July  
20 Ord Aug 10  
SEKIN, ALBERT EDWARD, Moss Side, Manchester, Com-  
mercial Clerk Salford Pet Aug 10 Ord Aug 10  
TAYLOR, JOSEPH, Kingston upon Thames, Surrey, Baker  
Kingston, Surrey Pet July 27 Ord Aug 10  
THREE, JAMES ERNEST, Whitech, Cambridge, Baker  
King's Lynn Pet Aug 10 Ord Aug 10  
THRIFFLETON, BENJAMIN, Bramley, Leeds, Newagent's  
Assistant Leeds Pet Aug 9 Ord Aug 9  
WATSON, FRANK, Horbury Junction, Yorks, Butcher  
Wakefield Pet Aug 9 Ord Aug 9  
VENNING, ARTHUR, Bude, Cornwall, Steam Laundry Pro-  
prietor Barnstaple Pet Aug 10 Ord Aug 10

WILLIS, COATES, Bradford, Commercial Clerk Bradford  
Pet Aug 9 Ord Aug 9

Amended Notice substituted for that published in  
the London Gazette of Aug 3:

HIGGINS, HENRY, Hulme, Manchester Salford Pet June  
29 Ord July 28

### FIRST MEETINGS.

ABRAHAM, HARRY, Calcott rd, Kilburn, Jeweller Aug 23  
at 12 Bankruptcy bldgs, Carey st  
ANDERSON, GORDON JAMES BROAD, Arnold rd, Tooting Junc-  
tion, Journalist Aug 26 at 11.30 132, York rd, West-  
minster Bridge  
BAINBRIDGE, ROBERT, Jun, Stockton on Tees, Builder Aug  
24 at 11.30 Off Rec, Court chmbrs, Albert rd, Middle-  
brough  
BEWICK, IVAN, Albemarle st Aug 25 at 11 Bankruptcy  
bldgs, Carey st  
BRADLEY, JAMES ELIAS, Chesterfield, Cycle Dealer Aug 21  
at 11 Off Rec, 47, Full st, Derby  
BRUNNER, WALTER, Eastoft, Lancs, Farmer Aug 23 at  
12.30 Off Rec, Figgess ln, Sheffield  
CAIR, F W, Luton, Tobacco Dealer Aug 23 at 11 Off Rec,  
Bridge st, Northampton  
CAMPEY, ROBERT, Beverley, Yorks, Painter Aug 21 at 11.30  
Off Rec, York City Bank chmbrs, Lowgate, Hull  
CARLEY, JOHN, Tunbridge Wells, Builder Aug 23 at 11  
Bridge Hotel, Tunbridge Wells  
CHARLTON, LEONARD, Tunbridge Wells, Landscape Gardener  
Aug 23 at 11.15 Bridge Hotel, Tunbridge Wells  
CHISSELL, THOMAS WILLIAM, Cardiff, Oil Merchant Aug  
23 at 11 Off Rec, 117, St Mary st, Cardiff  
CHISSELL, HYMAN, Tredegar sq, Bow, Property Dealer Aug  
25 at 11 Bankruptcy bldgs, Carey st  
COWARD, DYSON, Barrow in Furness, Grocer Aug 21 at 11  
Off Rec, 16, Cornwallis st, Barrow in Furness  
COWELL, F V, Sackville st, Piccadilly, Motor Car Dealer  
Aug 25 at 12 Bankruptcy bldgs, Carey st  
COX, WILLIAM, Grantham, Painter Aug 23 at 11 Off Rec,  
4, Castle pl, Park st, Nottingham  
CUTLER, THOMAS W, Queen sq, Bloomsbury Aug 23 at 11  
Bankruptcy bldgs, Carey st  
DAVEY, FREDERICK ASHFORD SEYMOUR, Gloucester, Clerk  
Aug 21 at 3 Off Rec, Station rd, Gloucester  
DEBBAGE, GEORGE DANIEL, Marham, Norfolk, Market  
Gardener Aug 21 at 12.30 Off Rec, 8, King st, Norwich  
EDWARDS, FREDERICK, Brynall, Aberfan, Merthyr Tydfil,  
Colliery Repairer Aug 30 at 12 Off Rec, County Court,  
Townhall, Merthyr Tydfil  
ELLARD, ARTHUR, Rushden, Northampton, Boot Manu-  
facturer Aug 23 at 12 Off Rec, Bridge st, North-  
ampton  
GAULT, JOHN, Pudsey, Yorks, Milk Dealer Aug 24 at 11  
Off Rec, 12, Duke st, Bradford  
GRIFFITHS, DAVID LLOYD, Resolven, Glam, Labourer  
Aug 21 at 10.45 Off Rec, Government bldgs, Swansea  
HERBERT, REGINALD CHARLES, Globe hill, Woodbury,  
Devon Aug 26 at 10.30 Off Rec, 6, Bedford circus,  
Exeter  
HIGGINS, HENRY, Hulme, Manchester Aug 21 at 11 Off  
Rec, Byrom st, Manchester  
HOVES, ROBERT, Litcham, Swaffham, Norfolk, Horse  
Dealer Aug 25 at 8 Off Rec, 8, King st, Norwich  
HOULD, ERNEST JOHN DREW, Bracknell, Berks, Butcher Aug  
23 at 12 Queen's Hotel, Reading  
KAY, WILLIAM WEBSTER, Leeds, Grocer Aug 23 at 11 Off  
Rec, 24, Bond st, Leeds

KORRICK, LOUIS, Newcastle on Tyne, Picture Frame Make  
Aug 24 at 11 Off Rec, 30, Mosley at, Newcastle on  
Tyne  
MALLINSON, KATZ, Bolton, Boarding House Keeper Aug  
23 at 3 19, Exchange st, Bolton  
OWEN, WILLIAM HENRY, Kyte, nr Tenbury, Worcester,  
Fitter Aug 23 at 12 12, Hotel, Kidderminster  
PALFREMAN, JOHN JAMES, Stockton on Tees Aug 23 at  
11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough  
PHILPOT, ALFRED EDMUND, Plumstead, Engineer Aug  
25 at 11.30 132, York rd, Westminster Bridge  
TAYLOR, JOSEPH, Kingston upon Thames, Baker Aug 23  
at 11.30 132, York rd, Westminster Bridge  
THRIFFLETON, BENJAMIN, Bramley, Leeds, Newagent's  
Assistant Aug 23 at 11.30 Off Rec, 24, Bond st,  
Leeds  
VICKERS, CHARLES ISAAC, Lincoln, Fruiterer Aug 23 at  
12 Off Rec, 10, Bank st, Lincoln  
WALDRON, JOHN WOODWARD, Sheffield, Warehouseman  
Aug 25 at 11.30 Off Rec, Figgess ln, Sheffield  
WATSON, CHARLES EDWARD, Beccles, Suffolk, Hairdresser  
Aug 23 at 12.30 Off Rec, 8, King st, Norwich  
WATSON, FRANK, Horbury Junction, Yorks, Butcher Aug  
23 at 11 Off Rec, 6, Bond ter, Wakefield  
WHEELER, WILLIAM, Colwell, Tostland, I of W, Builder  
Aug 23 at 11.15 Off Rec, 33a, Holyrood st, Newport,  
I of W  
WHITING, JOHN WILLIAM, Bewtry, Yorks, Builder Aug  
25 at 12 Off Rec, Figgess ln, Sheffield  
WILLIAMS, WILLIAM, Bethesda, Carnarvon, Quarryman  
Aug 23 at 12 Crypt chmbrs, Eastgate row, Chester  
WILLIS, COATES, Bradford, Clerk Aug 21 at 11 Off Rec,  
12, Duke st, Bradford  
WILSON, JOSEPH EDWIN, Chesterfield, Tailor Aug 21 at  
11.30 Off Rec, 47, Full st, Derby

Amended Notice for that published in the London Gazette  
of Aug 6:

TARRANT, SAMUEL, Swindon, Refreshment House Keeper  
Aug 18 at 10.30 Off Rec, 33, Regent circus, Swindon

### ADJUDICATIONS.

BLACK, JAMES, Newcastle on Tyne, Ship Broker Newcastle  
on Tyne Pet July 6 Ord Aug 10  
BOTT, FRANK JOSEPH, Wolverhampton, Baby Carriage Man-  
ufacturer Wolverhampton Pet Aug 9 Ord Aug 9  
BULLOCK, ALBERT JOHN, Gillingham, Kent, Tailor  
Rochester Pet Aug 10 Ord Aug 10  
CALDICOTT, EDWARD JAMES, Bradley, Staffs, Joiner  
Wolverhampton Pet Aug 9 Ord Aug 9  
CARTER, RALPH JOHN, Nuneaton, Warwick, Boot Dealer  
Coventry Pet July 13 Ord Aug 11  
CHARLTON, LEONARD, Tunbridge Wells, Landscape  
Gardener Tunbridge Wells Pet June 21 Ord Aug 7  
DEBBAGE, GEORGE DANIEL, Marham, Norfolk, Market  
Gardener Great Yarmouth Pet Aug 10 Ord Aug 10  
FIELDER, A PARRY, Twickenham, Architect Brentford  
Pet May 12 Ord Aug 11  
FLOODS, WILLIAM JOHN, North Cadbury, Somerset,  
Insurance Agent Yeovil Pet Aug 3 Ord Aug 9  
GAULT, JOHN, Pudsey, Yorks, Milk Dealer Bradford  
Pet July 24 Ord Aug 11  
HALL, THOMAS, Penden, Wilmalov, Chester, Dyer Ashton  
upon Lyne Pet June 23 Ord Aug 5  
HERBERT, REGINALD CHARLES, Globe Hill, Woodbury,  
Devon Exeter Pet Aug 10 Ord Aug 10  
HILLS, GEORGE CHARLES, Warminster, Wilts, Innkeeper  
Frome Pet Aug 10 Ord Aug 10  
HOLDGATE, HUMPHREY, Leytonstone High Court Pet  
June 10 Ord Aug 9

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

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direction and supervision of the Corporation.

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on application.

HOWES, ROBERT, Litcham, Swaffham, Norfolk, Horse Dealer Norwich Pet July 10 Ord Aug 9  
 HOYLE, H. Coventry, Baker Coventry Pet June 17 Ord Aug 11  
 KAY, WILLIAM WEBSTER, Leeds, Grocer Leeds Pet Aug 9 Ord Aug 9  
 KEALEY, EDWARD WILSON, Whitefriars st High Court Pet July 1 Ord Aug 10  
 KEMP, WALTER JAMES, Culvert rd, South Tottenham, Proprietor of a Laundry Edmonton Pet Aug 10 Ord Aug 10  
 MALLINSON, KATE, Bolton, Boarding House Keeper Bolton Pet Aug 9 Ord Aug 9  
 MAPPLEBROCK, SARA HELEN, Liverpool, Butcher Liverpool Pet May 29 Ord July 30  
 MASON, JAMES, Heath Town, nr Wolverhampton, Green-grocer Wolverhampton Pet Aug 10 Ord Aug 10  
 ORR-EWING, ERNEST PELLER, Hamilton pl, Piccadilly High Court Pet June 29 Ord Aug 7  
 RYAN, MATTHEW, Liverpool, Grocer Liverpool Pet July 20 Ord Aug 11  
 SIMPSON, HUGH FITZJOHN, Phoenix st High Court Pet June 26 Ord Aug 9  
 SIXSMITH, ALBERT EDWARD, Moss Side, Manchester, Clerk Salford Pet Aug 10 Ord Aug 10  
 THIRSK, JAMES ERNEST, Wisbech, Cambridge, Baker King's Lynn Pet Aug 10 Ord Aug 10  
 THRIFFLETON, BENJAMIN, Bramley, Leeds, Newsagent's Assistant Leeds Pet Aug 9 Ord Aug 9  
 WATSON, FRANK, Horsbury Junction, Yorks, Butcher Wakefield Pet Aug 9 Ord Aug 9  
 WILLIS, COATES, Bradford, Clerk Bradford Pet Aug 9 Ord Aug 9

## ADJUDICATION ANNULLED.

IVAL, JAMES, Falcon rd, Clapham Junction, Bookmaker Wandsworth Adjud Aug 11 1909, Annual July 22, 1909

London Gazette.—TUESDAY, Aug. 17.

## RECEIVING ORDERS.

BROWN, BENJAMIN, Tenbury, Worcester, Licensed Victualler Kidderminster Pet Aug 12 Ord Aug 12  
 BROWN, MATTHEW, Newtown, Glynneath, Glam, Collier North Pet Aug 14 Ord Aug 14  
 CLARKE, CHARLES, Little Stanmore, Commission Agent St Albans Pet Aug 13 Ord Aug 13  
 COOK, JAMES WILLIAM, Hafodyrny, Mon, Collier Newport, Mon Pet Aug 12 Ord Aug 12  
 CROWTHER, SAMUEL, and JAMES WILLIAM CROWTHER, Churchwell, Yorks, Thrashing Contractors Leeds Pet Aug 14 Ord Aug 14  
 DAVIES, PHINEAS, Liverpool, Clothier Liverpool Pet Aug 14 Ord Aug 14  
 DEWEY, HENRY THOMAS, Oxleaze, Little Downham, Cambridge, Shepherd Cambridge Pet Aug 14 Ord Aug 14  
 DOUGLAS, H. Bridge rd, Stratford High Court Pet July 21 Ord Aug 13  
 DOUGLAS, GEORGE DANIEL WILSON, Bradford, Land Agent Bradford Pet Aug 13 Ord Aug 13  
 DUBBARI, W. Liverpool, Tobacco Dealer Liverpool Pet July 24 Ord Aug 13  
 GORNALL, JOSEPH, Wyke, Bradford, Farmer Bradford Pet Aug 13 Ord Aug 13  
 GOURAUD, GEORGE EDWARD, Lausanne, Switzerland High Court Pet July 15 Ord Aug 13  
 HEAD, JAMES MURRAY, Worthing, Plumber Brighton Pet Aug 12 Ord Aug 12  
 HOWELL, MOSGAL, Sandersons, Pembroke, Haulier Pembroke Dock Pet Aug 14 Ord Aug 14  
 JOHNSON, FRANK, Darnall, Sheffield, Shop Assistant Sheffield Pet Aug 13 Ord Aug 13  
 KEY, VINCENT EDWARD, Cambridge, Hardware Factor Cambridge Pet Aug 13 Ord Aug 13  
 LANBERT, FREDERICK JAMES, Fenchurch st High Court Pet July 19 Ord Aug 11  
 LEVERIDGE, AARON, Duckett st, Ben Johnson rd, Stepney Milk Contractor High Court Pet Nov 25 Ord Aug 11  
 MALLINSON, ALEXANDER GEORGE, Scarborough, Auctioneer's Manager Scarborough Pet Aug 13 Ord Aug 13  
 MARCHANT, GEORGE PENSON, Forest Gate, General Mason High Court Pet Aug 11 Ord Aug 11  
 MARSDEN, PRECY HAGUE, Pateley Bridge, Yorks, Hairdresser Northallerton Pet Aug 13 Ord Aug 13  
 MARTIN, JAMES, East Dulwich rd High Court Pet July 12 Ord Aug 11  
 MILLS, ARTHUR, and WALTER EMERY MILLS, Bearwood, nr Birmingham, Grocers Birmingham Pet Aug 14 Ord Aug 14  
 MORETON, WILLIAM MURRAY, Bolton, Smallware Dealer Bolton Pet Aug 12 Ord Aug 12  
 NORMIS, HENRY, West Green rd, South Tottenham Edmonton Pet June 30 Ord Aug 6  
 OPPENHEIM, PHILIP BARNETT, East Boldon, Durham, Ship Agent Newcastle on Tyne Pet July 28 Ord Aug 13  
 PELL, JOHN, Smallthorne, Staffs, Tailor Hanley Pet Aug 13 Ord Aug 13  
 PONSORBY, Captain W. R., Ryder st chmbrs, St James's High Court Pet July 3 Ord Aug 11  
 ROBINSON, CHARLES ERNEST, Chandos st, Turf Accountant High Court Pet July 24 Ord Aug 12  
 ROWE, GEORGE, Starcross, Devon, Coachbuilder Exeter Pet Aug 12 Ord Aug 12  
 SHUTTLEWORTH, HERBERT, Briggate, Leeds, Electrical Engineer Leeds Pet July 29 Ord Aug 11  
 SKINNER, WILLIAM, Harrogate, Coal Merchant York Pet Aug 12 Ord Aug 12  
 TUCKAY, JOHN, Wolverhampton, Coal Merchant Wolverhampton Pet Aug 12 Ord Aug 12  
 TYNNE, ERNEST CLAUDE, Jersey, Theatrical Manager High Court Pet Aug 13 Ord Aug 13  
 VICARS, WILLIAM, Reading, Butcher Reading Pet Aug 13 Ord Aug 13  
 WAINWRIGHT, ALICE, Keighley, Yorks, Yarn Spinner Dewsbury Pet Aug 11 Ord Aug 11  
 WARRING, GEORGE, Buxton, Derby Stockport Pet June 8 Ord Aug 12  
 WATSON, ERNEST JOHN, Botley, Oxford, Clerk Worcester Pet Aug 12 Ord Aug 12  
 WOODLEY, HENRY, Black Torrington, Devon, Miller Barnstaple Pet Aug 12 Ord Aug 12

WRIOLLEY, HANNAH, South Shore, Blackpool, Company House Keeper Preston Pet Aug 12 Ord Aug 12  
 Amended notice substituted for that published in the London Gazette of Aug 10:  
 PAGE, CHARLES WILLIAM, Hartlepool, Painter Sunderland Pet July 27 Ord Aug 6

Amended notice substituted for that published in the London Gazette of Aug 13:  
 BURMAN, RUBEN, Runcorn, Chester, Furniture Dealer Warrington Pet July 21 Ord Aug 9

## FIRST MEETINGS.

BARTON, JAMES BERNARD, Prestwich Park, Prestwich, Lancs, Clothier Aug 25 at 3 Off Rec, Byrom st, Manchester  
 BRACEY, MORRIS, Stokenchurch, Bucks, Farmer Aug 25 at 11 No 1, St Aldates, Oxford  
 BULLOCK, ALBERT JOHN, Gillingham, Kent, Tailor Aug 30 at 11.30 115, High st, Rochester  
 CALVERT, LUIS, Derby, Tailor Aug 25 at 11 Off Rec, 47, Full st, Derby  
 CAMPING, HARRY, Ilford, Commercial Traveller Aug 30 at 12 14, Bedford row  
 CARTER, HALPIN JOHN, Nuneaton, Warwick, Boot Dealer Aug 25 at 11 Off Rec, 8, High st, Coventry  
 DOUGLAS, H. Bridge rd, Stratford Aug 25 at 12 Bankruptcy bldgs, Carey st  
 DOUGLAS, GEORGE DANIEL WILSON, Bradford, Land Agent Aug 26 at 11 Off Rec, 12, Duke st, Bradford  
 EVANS, RUFUS, Llanelly, Carmarthen, Builder Aug 25 at 11.30 Off Rec, 4, Queen st, Carmarthen  
 FERNELL, WILLIAM, Frome, Somerset, Commercial Traveller Aug 25 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 GORNALL, JOSEPH, Wyke, Bradford, Farmer Aug 27 at 11 Off Rec 12, Duke st, Bradford  
 GOURAUD, GEORGE EDWARD, Lausanne, Switzerland Aug 26 at 11 Bankruptcy bldgs, Carey st  
 HARDING, FREDERICK GEORGE, Bristol, Hatter Aug 25 at 12 Off Rec, 26, Baldwin st, Bristol  
 HAYTON, WILLIAM, Troutbeck, Westmoreland, Joiner Aug 25 at 12.45 Commercial Hotel, Higbgate, Kendal  
 HILLS, GEORGE CHARLES, Warmingham, Wills, Keeper Aug 25 at 11.45 Off Rec, 26, Baldwin st, Bristol  
 HOSFIELD, BERTHOUD, Birmingham, Manufacturer's Agent Aug 27 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham  
 HUGHES, DANIEL, Bradley, Bilston, Staffs, Grocer Aug 25 at 11.30 Off Rec, Wolverhampton  
 JONES, THOMAS DAVID, Minyrafon, Glanamman, Carmarthen, Colliery Proprietor Aug 25 at 11 Off Rec, 4, Queen st, Carmarthen  
 LANBERT, FREDERICK JAMES, Fenchurch st, Director Aug 25 at 11 Bankruptcy bldgs, Carey st  
 LEVERIDGE, AARON, Duckett st, Stepney, Milk Contractor Aug 30 at 11 Bankruptcy bldgs, Carey st  
 MALLINSON, ALEXANDER GEORGE, Scarborough, Auctioneer's Manager Aug 26 at 3 Off Rec, 48, Westborough, Scarborough  
 MARCHANT, GEORGE PENSON, Forest Gate, Essex, General Mason Aug 27 at 11 Bankruptcy bldgs, Carey st  
 MARTIN, JAMES, East Dulwich rd Aug 27 at 12 Bankruptcy bldgs, Carey st  
 MORETON, WILLIAM MURRAY, Bolton, Smallware Dealer Aug 26 at 3 19, Exchange st, Bolton  
 PONSORBY, Captain W. R., Ryder st chmbrs, St James Aug 26 at 11 Bankruptcy bldgs, Carey st  
 ROBINSON, CHARLES ERNEST, Chandos st, Turf Accountant Aug 27 at 12 Bankruptcy bldgs, Carey st  
 ROWE, GEORGE, Starcross, Devon, Coachbuilder Aug 25 at 10.30 9, Bedford circus, Exeter  
 SCOTTOWN, FRANCIS AARON, Ipswich, Engineer Aug 25 at 2.15 Off Rec, 30, Princess st, Ipswich  
 SHUTTLEWORTH, HERBERT, Briggate, Leeds, Electrical Engineer Aug 25 at 11 Off Rec, 24, Bond st, Leeds  
 SIXSMITH, ALBERT EDWARD, Moss Side, Manchester, Commercial Clerk Aug 25 at 2.30 Off Rec, Byrom st, Manchester  
 SKINNER, WILLIAM, Harrogate, Coal Merchant Aug 27 at 2.30 Off Rec, The Red House, Duncombe pl, York  
 TYNNE, ERNEST CLAUDE, Jersey, Theatrical Manager Aug 26 at 12 Bankruptcy bldgs, Carey st  
 VENNING, ARTHUR, Bude, Cornwall, Steam Laundry Proprietor Aug 25 at 11 9, Bedford circus, Exeter  
 WOODLEY, HENRY, Black Torrington, Devon, Miller Sept 16 at 3.15 94, High st, Barnstaple

## ADJUDICATIONS.

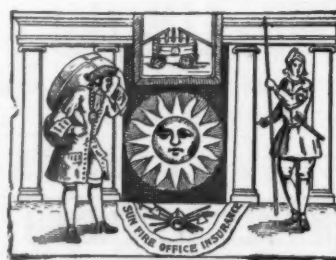
ASPINAL, PAUL SPENCE, Manor rd, Stoke Newington, Quarry Agent High Court Pet July 28 Ord Aug 12  
 BARTON, JAMES BERNARD, Prestwich Park, Prestwich, Lancs, Clothier Salford Pet July 26 Ord Aug 12

BROWN, BENJAMIN, Tenbury, Worcester, Licensed Victualler Kidderminster Pet Aug 12 Ord Aug 12  
 BROWN, MATTHEW, Newtown, Glynneath, Collier North Pet Aug 14 Ord Aug 14  
 BURMAN, RUBEN, Runcorn, Chester, Furniture Dealer Warrington Pet July 21 Ord Aug 13  
 CAIRN, F. W. Luton, Tobacco Dealer Luton Pet July 3 Ord Aug 12  
 CAMPING, HARRY, Ilford, Commercial Traveller Chesham Pet July 29 Ord Aug 12  
 CHISHOLM, HENRY, Trelegar st, Bow, Property Dealer High Court Pet July 19 Ord Aug 19  
 CLARKE, CHARLES, Little Stanmore, Commission Agent St Albans Pet Aug 13 Ord Aug 13  
 COOK, JAMES WILLIAM, Hafodyrny, Mon, Collier Newport, Mon Pet Aug 12 Ord Aug 12  
 COWELL, FREDERIC VAUGHAN, Sackville st, Piccadilly, Motor Car Dealer High Court Pet June 23 Ord Aug 14  
 COX, LOUIS WILTON, Hythe rd, Willesden High Court Pet May 23 Ord Aug 12  
 CROWTHER, SAMUEL, and JAMES WILLIAM CROWTHER, Churchwell, Yorks, Thrashing Contractors Leeds Pet Aug 14 Ord Aug 14  
 DAVIES, PHINEAS, Liverpool, Clothier Liverpool Pet Aug 14 Ord Aug 14  
 DOUGLAS, GEORGE DANIEL WILSON, Bradford, Land Agent Bradford Pet Aug 13 Ord Aug 13  
 ELLARD, ARTHUR, Rushden, Northampton, Boot Manufacturer Northampton Pet May 27 Ord Aug 11  
 GORNALL, JOSEPH, Wyke, Bradford, Farmer Bradford Pet Aug 13 Ord Aug 13  
 HARDING, FREDERICK GEORGE, Redland, Bristol, Hatter Bristol Pet Aug 11 Ord Aug 12  
 HARRISON, DAVID, Barking, Essex, Corn Dealer Chesham Pet July 20 Ord Aug 13  
 HEAD, JAMES MURRAY, Worthing, Plumber Brighton Pet Aug 12 Ord Aug 12  
 HOOD, ALFRED, Leytonstone, Builder High Court Pet April 29 Ord Aug 12  
 JOHNSON, FRANK, Darnall, Sheffield, Shop Assistant Sheffield Pet Aug 13 Ord Aug 13  
 JONES, THOMAS DAVID, Minyrafon, Glanamman, Carmarthen, Colliery Proprietor Carmarthen Pet July 2 Ord Aug 13  
 KEY, VINCENT EDWARD, Cambridge, Hardware Factor Cambridge Pet Aug 13 Ord Aug 13  
 LEGG, ALFRED ARTHUR, Bush hill park, Enfield, Builder's contractor Edmonton Pet May 5 Ord Aug 13  
 MALLINSON, ALEXANDER GEORGE, Scarborough, Auctioneer's Manager Scarborough Pet Aug 13 Ord Aug 13  
 MARCHANT, GEORGE PENSON, Forest Gate, General Mason High Court Pet Aug 11 Ord Aug 11  
 MARSDEN, PRECY HAGUE, Pateley Bridge, Yorks, Hairdresser Northallerton Pet Aug 13 Ord Aug 13  
 MORETON, WILLIAM MURRAY, Bolton, Smallware Dealer Bolton Pet Aug 12 Ord Aug 12  
 OWEN, NORMAN WILSON, Little Stanhope at High Court Pet June 4 Ord Aug 11  
 PAGE, CHARLES WILLIAM, Hartlepool, Painter Sunderland Pet July 27 Ord Aug 11  
 PELL, JOHN, Smallthorne, Staffs, Tailor Hanley Pet Aug 13 Ord Aug 13  
 ROWE, GEORGE, Starcross, Devon, Coachbuilder Exeter Pet Aug 12 Ord Aug 12  
 SHEARMAN, EDWARD, Ardene rd, Brixton hill, Turf Commission Agent High Court Pet April 28 Ord Aug 11  
 SHUTTLEWORTH, HERBERT, Cross Court, Briggate, Leeds, Electrical Engineer Leeds Pet July 23 Ord Aug 11  
 SIMONS, ISAAC, and ABRAHAM SIMONS, Brick ln, Spitalfields, Grocers High Court Pet June 30 Ord Aug 11  
 SKINNER, WILLIAM, Harrogate, Coal Merchant York Pet Aug 12 Ord Aug 12  
 TAYLOR, JOSEPH, Kingston on Thames, Baker King's Lynn Surrey Pet July 27 Ord Aug 14  
 TUCKAY, JOHN, Wolverhampton, Coal Merchant Wolverhampton Pet Aug 12 Ord Aug 12  
 TYNNE, ERNEST CLAUDE, Rouge Bouillon, Jersey, Theatrical Manager High Court Pet Aug 13 Ord Aug 13  
 VICARS, WILLIAM, Reading, Butcher Reading Pet Aug 13 Ord Aug 13  
 WAINWRIGHT, ALICE, Keighley, Yorks, Yarn Spinner Dewsbury Pet Aug 11 Ord Aug 11  
 WATSON, ERNEST JOHN, Botley, Oxford, Clerk Worcester Pet Aug 12 Ord Aug 12  
 WRIOLLEY, HANNAH, South Shore, Blackpool, Company House Keeper Preston Pet Aug 12 Ord Aug 12

## ADJUDICATION ANNULLED.

BRAX, ANNE, Blackpool, Grocer Preston Adjud Dec 8, 1907 Annual Aug 9, 1909

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